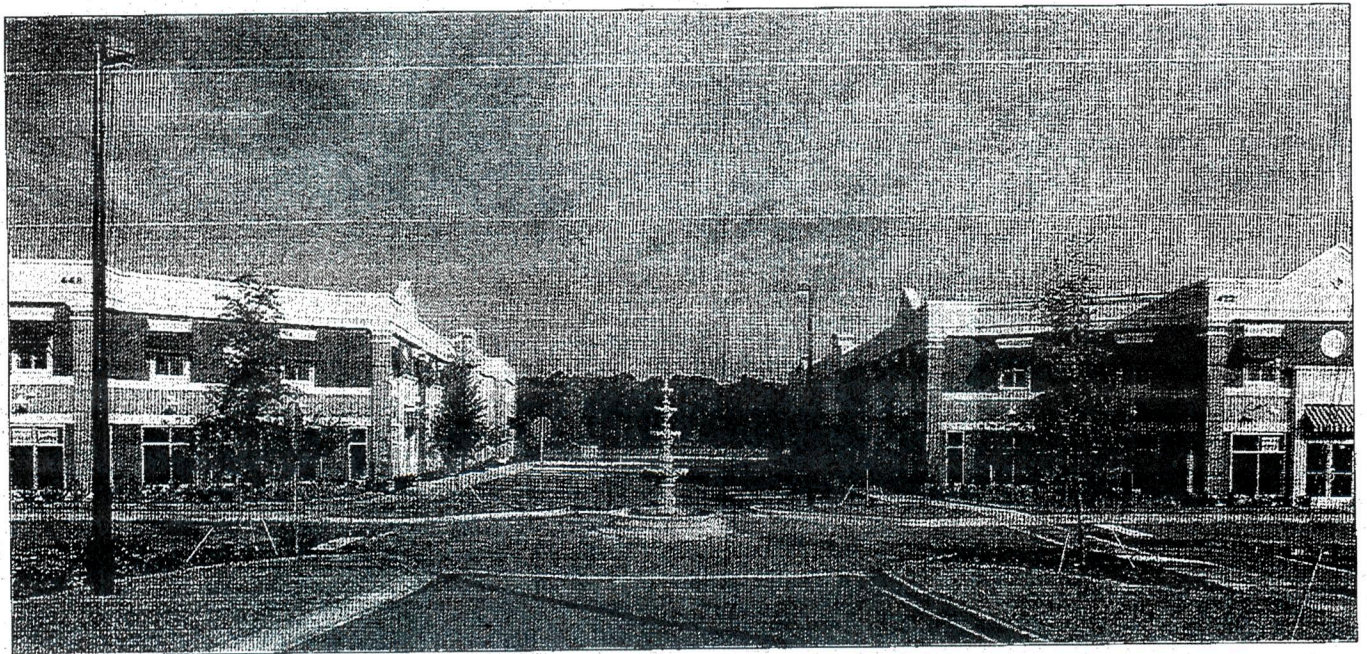
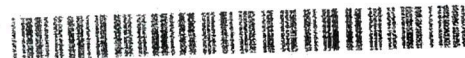


**ALAFAYA BUSINESS CENTER**  
**CONDOMINIUM ASSOCIATION,**  
**INC**



5855 American Way  
Orlando, Fl 32819  
Phone: 407-248-2626 Fax: 407-248-2577





Prepared By and Following  
 Recordation to be Returned to:  
 Randall C. Smith, Esquire  
 533 Versailles Drive, Suite 100  
 Maitland, Florida 32751

INSTR 20060312137  
 OR BK 08637 PG 2043 PGS=35  
 MARTHA O. HAYNIE, COMPTROLLER  
 ORANGE COUNTY, FL  
 05/11/2006 03:25:14 PM  
 REC FEE 299.00

DECLARATION OF CONDOMINIUM  
 OF  
 ALAFAYA BUSINESS CENTER,  
 A CONDOMINIUM

THIS CONDOMINIUM DECLARATION, made and executed this 9<sup>th</sup> day of May, 2006, by ALAFAYA DEVELOPMENT, LLC, a Florida limited liability company, hereinafter "Developer", for itself, its successors, grantees, and assigns, and the Developer does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth:

1. STATEMENT OF CONDOMINIUM SUBMISSION.

In accordance with the Act, Developer herewith submits the following described real property to condominium ownership. This property is located in Orange County, Florida and is more particularly described as follows:

SCHEDULE A, ATTACHED HERETO & INCORPORATED HEREIN

2. CONDOMINIUM NAME.

The name by which the condominium is to be identified shall be ALAFAYA BUSINESS CENTER, A CONDOMINIUM.

3. UNIT IDENTIFICATION.

Developer has undertaken to construct single story WAREHOUSE AND FLEXSPACE building complex on the Property, consisting of approximately 81,996 square feet of gross space, exclusive of common areas, divided into 32 units. Identification of each unit shall be by number as shown by the plat attached hereto as *Exhibit A*. As of the date of this Declaration **construction** of the foregoing improvements **has not been substantially completed**. In accordance with F.S. § 718.104(4)(e), the Developer or Association expressly reserves the right unilaterally to amend this Declaration upon substantial completion of the improvements to include the requisite surveyor certificate.

4. ASSOCIATION NAME.

The name of the condominium association is "ALAFAYA BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.", a Florida not-for-profit corporation, hereinafter the "Association".

5. DEFINITIONS.

The terms used herein shall have the following meanings unless the context otherwise requires:

1. "Assessment" means a share of the funds that are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.
2. "Association" means ALAFAYA BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, which shall maintain the condominium property.
3. "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.
4. "Board" means the board of directors of the Association.

5. "Buyer" means a person who purchases a condominium unit.
6. "Bylaws" means the bylaws of the Association as they exist from time to time.
7. "Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.
8. "Common Elements" means the portions of the Condominium Property that are not included in the units.
9. "Common Expenses" means all expenses and Assessments that are properly incurred by the Association.
10. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.
11. "Condominium" means that form of ownership of commercial real property which is created pursuant to the provisions of Chapter 718, Florida Statutes, comprised of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.
12. "Condominium Documents" means this Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern those rights. All the other condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Association Bylaws; and (4) Association Rules and Regulations.
13. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements appurtenant to the unit.
14. "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
15. "Condominium Act" means the provisions of Chapter 718, Parts I-III, Florida Statutes, applicable to non-residential condominium developments.
16. "Declaration" refers to this instrument, by which a condominium is created, as from time to time amended.
17. "Developer" means ALAFAYA DEVELOPMENT, LLC, a Florida limited liability company.
18. "Land" means, unless otherwise defined in the Declaration as hereinafter provided, the surface of a legally described parcel of real property and includes, unless otherwise specified in the Declaration and whether separate from or including such surface, airspace lying above and subterranean space lying below such surface. However, if so defined in the Declaration the term "land" may mean all or any portion of the airspace or subterranean space between two legally identifiable elevations and may exclude the surface of a parcel of real property and may mean any combination of the foregoing, whether or not contiguous.
19. "Limited Common Elements" means those Common Elements that are reserved for the use of a certain condominium Unit or Units to the exclusion of other Units, as specified in these Declarations.
20. "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.
21. "Rental Agreement" means any written or oral agreement providing for use and occupancy of a Unit or any part thereof.
22. "Special Assessment" means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.



23. "Unit" means a part of the Condominium Property that is subject to exclusive ownership.
24. "Unit Owner" means a record owner of legal title to a Condominium Parcel.
25. "Voting Certificate" means a document which designates one of the record title owners or the corporate partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity other than a natural person.
26. "Voting Interest" means the voting rights distributed to the Association members pursuant to § 718.104(4)(i), Florida Statutes.

6. CONDOMINIUM PARCELS; APPURTENANCES; POSSESSION AND ENJOYMENT.

(a) Each Condominium Parcel shall be a separate parcel of real property, ownership of which may be in fee simple. Each such Parcel may be conveyed, transferred and encumbered independent of other parts of the Condominium Property, subject only to the provisions of this Declaration and applicable law.

(b) There shall pass with a Unit as appurtenances

(i) An undivided share in the Common Elements as hereinafter deferred.

(ii) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time, and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall terminate automatically in any space which may be vacated from time to time.

(iii) An undivided share in the Common Surplus.

(iv) Membership of each Unit Owner in the Association.

(v) Limited Common Elements – either the exclusive use or use in common with one or more other designated Units of the Limited Common Elements that may exist.

(c) The owner of a Unit is entitled to the exclusive possession of the Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners except as otherwise provided herein, there shall be a joint use of the Common Elements and a joint mutual easement for that purpose is hereby created.

(d) The owner of each respective Unit shall not be deemed to own the undecorated and unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective Unit, nor shall the owner be deemed to own the pipes, wires, conduits or other utility lines running through any Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the Common Elements. Each owner, however, shall be deemed to own the walls, and partitions which are contained within the owner's respective Unit, together with inner decorated and finished surfaces of the perimeter walls, floors and ceilings, including without limitation plaster, paint, and wallpaper. The upper and lower Unit boundaries shall be as follows:

(e) The upper, lower, and perimeter boundaries of each Unit are as follows:

(i) The upper boundary is the horizontal plane of the lower surfaces of the undecorated or unfinished ceiling.

(ii) The lower boundary is the horizontal plane of the upper surfaces of the undecorated or unfinished floor.

(iii) The perimeter boundaries of each Unit shall be the vertical planes of the undecorated, unfinished interior of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.



(f) Notwithstanding anything in the Declaration to the contrary, where there is an aperture in any perimetrical boundary, including but not limited to windows and doors, the vertical boundary shall be extended to all such places, at right angles to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior, unfinished surface of such aperture, including the framework thereto. Exterior perimeter walls made of glass or glass fixed to metal framing, exterior windows and frames, and exterior glass sliding doors, frames and casings shall be included within the Unit and shall not be deemed a Common Element. Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weight bearing structure, which may otherwise lie within the horizontal and perimetrical boundaries as herein defined.

7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

(a) The undivided share in the Common Elements appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

(b) A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

(c) The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

8. COMMON ELEMENTS

(a) Common Elements include the following items in addition to those described by Article 6:

(i) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(ii) All parts of the improvements, including gardens and landscaping, which are not included within the Units.

(iii) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and Common Elements.

(iv) An easement of support in every portion of a Unit which contributes to the support of a building.

(v) Installations for the furnishings of utility and other services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

(vi) The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.

(vii) Parking spaces.

(b) The Common Elements shall exclude all HVAC units serving no more than one Unit.

9. AMENDMENT TO PLANS.

(a) *Contiguous Units.* To allow the owner of contiguous Units the opportunity to utilize more than one Unit simultaneously and to afford said Unit owner the ability to convert multiple Unit ownership into one or more larger Units, any Unit owner who is or shall become the owner of one or more contiguous Units shall have the right, with the advance written consent of a majority of the Board of Directors of the Association, to remove the partitions between said contiguous Units as long as said alteration does not in any way weaken the structural support of the building in which said Units are located. Upon such removal, the Common Area upon and in which the partition was located shall become a Limited Common Element to be used only by the owner of said contiguous Units. In the event of a sale of any of said Units separately from the other(s), the Unit owner shall return said partition(s) into the original condition existing prior to removal. In the event that a partition does not exist as of the date of the recording of this Declaration, the Unit Owner shall nevertheless be responsible for the placing of a partition in the Common Area located between Units in the event of a sale as set forth above. Any expenses incurred by a Unit Owner in removing or replacing a partition located in a Common Area shall be borne solely by the Unit



Owner removing or replacing it. Until such time as all Units in the Condominium are sold, the Developer shall have the right to sell two (2) or more contiguous Units, which Units shall be considered as a multi-unit space as specified above. No transfer of any Unit which shall have been a part of a multi-unit space shall become effective until the partition(s) located between said Unit and any other Unit contiguous to it not being transferred to the same grantee, have been replaced as hereinabove provided.

(b) *Single Units.* With the advance written consent of a majority of the Board of Directors of the Association, any Unit owner shall be entitled to subdivide the space within such Unit, provided that no such subdivision affects the structure of the building in which such Unit is located. The Association reserves the right to require the removal of any such alterations and restoration of the Unit for use as a single unit. All such alterations and the removal thereof, if required by the Association, shall be borne solely by the affected Unit owner. No sale of a Unit shall become effective until such time as the restoration requirements, if any, imposed by the Association have been completed.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND VOTING.

(a) Exclusive of Common Areas, the Condominium is hereby declared to contain and is divided into 32 Units. Each Unit, together with its undivided share of the Common Elements, constitutes a Condominium Parcel. The undivided share in the Common Elements appurtenant to each Unit and the percentage share of Common Expenses and Common Surplus attributable to each Unit is shown on *Exhibit B* hereto.

(b) Each Unit Owner is entitled to one vote as a member of the Association.

11. AMENDMENT OF DECLARATION.

(a) Subject to the provisions of this Article, this Declaration may be amended upon the approval of Sixty-six and Two Thirds percent (66 2/3%) of the members of the Association, provided, however, that:

(i) No amendment shall change any Condominium Parcel nor a Unit Owner's proportionate share of the Common Expense or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all mortgagees and others who have voluntarily placed liens thereon shall join in the execution of the amendment.

(ii) No amendment shall be passed which shall materially impair or prejudice the rights and priorities of mortgagees without the express written consent of such mortgagee.

(b) Invalidation of any part of this Declaration, or any provision contained in the Plat, or in a conveyance of a Unit in the Condominium by Judgment, Court Order, or law shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(c) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration as to matters not having an adverse material effect on the rights of the owners within the meaning of F.S. § 718.110(4), lienors or mortgagees, and such right shall exist until the later of (i) two years from the date of the recording of this Declaration in the Public Records of Orange County, Florida, or (ii) control of the Association shall be transferred by Developer in accordance with Article 24 of this Declaration. The Developer may amend this Declaration as herein described by recording an amendment to the Declaration in the Public Records of Orange County, Florida. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments.

(d) Notwithstanding anything to the contrary herein, Developer reserves the right to increase the number of Units, to change the interior design and arrangement, to provide additional or alternate means of ingress or egress, and to alter the boundaries between Units so long as Developer owns the Unit or Units so altered. No such unilateral change by Developer shall alter the boundaries of the Common Elements. If more than one such Unit is concerned, the Developer shall apportion between the Units the shares in the Common Elements which are appurtenant to the Units concerned. Amendment of this Declaration to effect such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for an amendment.

(e) Notwithstanding anything to the contrary herein, no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.



(f) Notwithstanding anything to the contrary herein, no amendment to the Declaration may permit timeshare estates to be created in any Unit unless the record owner of each Unit of the Condominium, and the record owners of liens on each Unit of the Condominium join in the execution of the amendment.

## 12. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

(a) The authority and obligation to operate this Condominium shall be vested in the Association. Copies of the Articles and Bylaws of the Association are attached hereto as *Exhibits C and D*.

(b) No Unit Owner, except as an officer of the Association, shall have any authority to act for the Association.

(c) The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(i) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, protection, repair, or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Units.

(ii) The power to make and collect annual and special Assessments and to lease, maintain, protect, repair, and replace the Common Elements and Limited Common Elements.

(iii) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times, and the duty to render annually a written summary thereof.

(iv) The power to enter into contracts for the maintenance, management, and security of the Common Elements, including the normal maintenance and repair of the Common Elements, and for the collection of Assessments, and in connection therewith to delegate the powers and rights herein contained, including that of collecting Assessments, perfecting liens for non-payment, etc. Any such service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repair, and replacement of the Common Elements, but shall not relieve the condominium Unit Owner from personal responsibility to maintain and preserve the interior surface of the Condominium Parcels and to paint, clean, decorate, maintain, and repair the individual Condominium Unit.

(v) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Common Elements, and for the health, comfort, safety and welfare of Unit Owners, all of whom shall be subject to such rules and regulations. Any such rules and regulations may be amended from time to time as provided by the Bylaws of the Association.

(vi) The power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey the same.

(vii) The power and duty to enforce the provisions of this Declaration, the Rules and Regulations, the Articles of Incorporation, and the Bylaws.

(viii) The power to grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners.

(d) Unless all holders of first mortgages or liens on individual Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the pro rata interest or obligations of any Unit for purposes of levying Assessments and charges.

(ii) Partition or subdivide any Unit or the Common Elements; or

(iii) By act or omission seek to abandon the condominium status of the Condominium except as provided by statute in case of substantial loss to the Units and Common Elements.

13. MAINTENANCE, LIMITATION UPON IMPROVEMENT.

- (a) The maintenance of the Common Elements shall be the responsibility of the Association.
- (b) There shall be no material alteration or substantial additions to the Common Element or Limited Common Elements, except in a manner provided in the Declaration.
- (c) No Unit Owner shall make any alteration or improvement to the Common Elements or do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easements.
- (d) No Unit Owner shall utilize in any way, or attach anything to any part of, any roof support structure without the prior written consent of the Association.
- (e) In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.
- (f) A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.
- (g) No Unit Owner shall install or place any signs on the windows or external area of the building or any other area that makes it visible to the outside, without the prior written consent of the Association.

14 COMMON EXPENSES AND COMMON SURPLUS

- (a) Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by this Declaration or the Bylaws.
- (b) Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in this Declaration; provided, however, where separate meters or charges exist or are made for a Unit, such items shall be paid by the Unit Owner as charged or metered.
- (c) The Common Surplus shall be owned by Unit Owners in the shares provided by this Declaration.

15. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTIONS.

- (a) The Association shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of this Condominium, including the expenses allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the Assessments shall include property and liability insurance premiums. A Unit Owner, regardless of how title is acquired, shall be liable for all Assessments coming due during the period of ownership. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of such voluntary conveyance.
- (b) The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or services, or by abandonment of the Unit for which the Assessment is made.
- (c) Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of eighteen (18%) per cent per annum or at the highest rate allowed by law if less than eighteen percent. Assessments and installments not paid when due shall likewise be subject to a late fee in the amount of 5 percent or \$25, whichever is greater. In the event the Unit Owner shall be more than thirty (30) days delinquent in the payment of any Assessment, or installment thereof, the Association, at its discretion, may, upon five (5) days written notice, declare due and payable all Assessments applicable to such Unit for the year in which the delinquency occurs.
- (d) The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, late fees, and interest thereon until paid. Such lien shall also include reasonable attorney fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not any civil action is commenced. Such liens shall be



executed and recorded in the Public Records of Orange County, Florida in the manner provided by law, but shall enjoy such priority over existing liens as is provided by F.S. § 718.116 or otherwise by law. The Association may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

(e) Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on all property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in it and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

(f) No person who acquires an interest in a Unit, except a first mortgagee through foreclosure (or by deed in lieu thereof), including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing by the former owner have been paid.

(g) The Association shall have the right to assign its claim for unpaid Assessments and lien rights therefor to the Developer or to any Unit Owner or group of Unit Owners or to any third party.

(h) The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu thereof for unpaid Assessments that became due prior to the mortgagee's acquisition of title shall be as prescribed by F.S. § 718.116(1)(b), as from time to time amended.

(i) There shall be an initial operating assessment imposed as to each Unit in the amount of **\$950.00**, payable on the transfer of each such Unit by the Developer to a purchaser.

(j) In accordance with F.S. § 718.116(9)(a)(1), the Developer, in its sole and exclusive discretion, may be excused from the payment of Assessments for the share of Common Expenses attributable to any Unit owned by the Developer and offered for sale during the period subsequent to the recordation of this Declaration and ending not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. Notwithstanding the Developer's election of such exemption, and except as otherwise provided by statute, the Developer shall nonetheless be obligated to pay such Common Expenses as may be incurred during the period of exemption in excess of Assessments against other Unit Owners.

#### 16. TERMINATION OF CONDOMINIUM.

If all Unit Owners and the holders of all liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property or if "major" damage occurs as defined by *Article 31* of the Declaration, said property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. The undivided interest in the Common Elements previously secured by each Unit Owner shall then become the undivided interest owned by such owner in the property owned, as tenants in common.

#### 17. EQUITABLE RELIEF.

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of equity, having jurisdiction in and for Orange County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition.

#### 18. LIMITATION OF LIABILITY.

(a) The liability of the owner of a Unit for Common Expenses shall be limited to the amounts for which the Unit is from time to time assessed.

(b) The owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a business would be liable for an accident occurring within such edifice that was not subject to any condominium regime.



19. LIENS.

(a) With the exception of liens which may result from the initial construction of this Condominium, no liens of any nature may be created subsequent to the recordation of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

(b) Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials shall not be the basis for the filing of a claim of lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association.

(c) In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may relieve his Condominium Parcel of the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Condominium Parcel.

20. REMEDIES FOR VIOLATION, LEVY OF FINE AGAINST UNIT OWNER.

(a) Each Unit owner shall be governed by the requirements of this Declaration, the Bylaws, and such Rules and Regulations as may from time to time be promulgated by the Association. Failure to do so shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

(b) The Association may levy reasonable fines pursuant to F.S. § 718.303(3) against a Unit for the failure of the Unit owner, occupant, licensee, or invitee, to comply with any provision of this Declaration, the bylaws of the Association, or the Rules and Regulations of the Association. No such fine shall exceed \$100 per violation, provided, however, that a fine may be levied on the basis of each day of a continuing violation up to an aggregate amount of \$1,000, with a single notice and opportunity for hearing. No such fine may be levied except after reasonable notice and opportunity for hearing to the Unit owner, and, if applicable, its licensee or invitee. Hearings shall be conducted before a committee of at least three other Unit owners appointed by the Association for that purpose. No such fine shall be levied except upon the majority vote of such committee. No such fine shall be levied with respect to an unoccupied Unit. In the event of litigation involving the collection of such fines, the prevailing party therein shall be entitled to recover the costs of such proceeding, including reasonable attorneys' fees.

21. EASEMENTS.

(a) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, streets, walks and other Common Elements

(b) All Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

(c) Easements are reserved through the Condominium Property as may be required for utility service in order to serve the Condominium adequately.

(d) All Condominium Property is subject to any right of way agreements and easements of record and such other utility easements as may be approved by the Developer and to any future easements that may be approved by the Association as necessary or appropriate for the use and benefit of the operation of the Condominium.

22. MEMBERSHIP IN ASSOCIATION, VOTING RIGHTS.

(a) The Association was chartered to perform the acts and duties desirable in connection with the management of the Units and Common Elements defined and described by this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.



(b) All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own such Unit(s).

(c) The owner of each Unit shall be entitled to one (1) vote for each such Unit in accordance with voting privileges set forth in the Bylaws, provided, however, that there shall be no more than one vote per Unit regardless of ownership.

#### 23. ASSESSMENTS.

(a) The Association shall approve annual budgets for this Condominium in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in appropriate detail, and shall show separate estimates for taxes, if any, and insurance for the Common Elements.

(b) Each Unit shall be responsible for the annual Assessment chargeable for each fiscal year, based upon the comparative square footage of the Units. Each owner of a Unit shall own an undivided share in the Common Elements in the same respective percentage amounts. Owners shall own any Common Surplus in the same proportion as their percentage ownership interest in the Common Elements. The annual Assessment shall be broken into at least four (4) equal, quarterly installments; each installment being payable in advance, but the Association has the power to establish more frequent collection procedures. In addition, the Association has the power to levy special Assessments against each Unit in their respective shares if a deficit should develop or threaten to develop in the treasury for the payment of the expenses of the Association, or if needed for capital improvement.

#### 24. TRANSFER OF CONTROL OF ASSOCIATION

(a) The initial Board of Directors of the Association (or their replacements nominated by Developer) will remain in office, and the Developer will control the Association until the earliest of the following events: (a) three years after sales by the Developer have been closed on 50% of the Units; (b) three months after sales have been closed by the Developer on 90% of such Units; (c) some of the Units having been conveyed to purchasers, the date on which no Units continue to be offered for sale by Developer; (d) seven years after recordation of this Declaration; or (e) the election by Developer to turn over control. Upon sale and closing of at least 15% of the Condominium Units, Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the directors of the Association. An employee of a corporate owner, including Developer, shall be eligible to serve as a Director of the Association.

(b) Within seventy-five (75) days of the date on which Unit Owners other than Developer are entitled to elect one or more directors, the Association shall call, with not less than sixty (60) days notice to members, for such election. Immediately following such election, the Developer shall forward the name and mailing address of such new director to the Florida Department of Business and Professional Regulation in accordance with F.S. § 718.301(2).

(c) Within ninety (90) days of the date on which Unit Owners other than Developer accept control of the Association, Developer shall, at its own expense, deliver or cause to be delivered to the Association all of the property and records specified by F.S. § 718.301(4).

#### 25. OBLIGATIONS OF MEMBERS.

In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner shall:

(a) Pay the Assessments levied by the Association when due.

(b) Maintain the Unit in good condition and repair, including all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to such Unit.

(c) Not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the Unit or the Common Elements or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner permit any nuisance, immoral, or illegal act in his Unit or on the Common Elements.



(d) Conform to and abide by the Bylaws and Rules and Regulations of the Association in regard to the use of the Unit and Common Elements, and to see that all persons using a Unit through or under an owner do likewise.

(e) Make no alteration, decoration, repair, replacement, or change of the Common Elements or to any outside or exterior portion of the building of the Condominium.

(f) Allow the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair or replacement of the improvements within Units or the Common Elements, or in case of emergency threatening Units or the Common Elements, or to determine compliance with this Declaration or the Rules and Regulations of the Association.

(g) Show no sign, advertisement or notice of any type on the Common Elements or a Unit, and erect no exterior antennas and aerials except as provided in Rules and Regulations of the Association.

(h) Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Association. Plumbing and electrical repairs within a Unit shall be paid for, and be the financial obligation of the owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

#### 26. ENFORCEMENT OF OWNER MAINTENANCE RESPONSIBILITIES.

In the event the owner of a Unit fails to maintain it as required above, or otherwise violates the provisions of this Declaration or of any Rule or Regulation of the Association, the Association or any other Unit Owner shall have the right to proceed in a Court of equity to seek compliance with such provisions; or the Association shall have the right specially to assess the Unit Owner and the Unit for the necessary sums to put the improvement within the Unit in good condition, and to collect such Assessment and have a lien for same as is otherwise provided herein. In the event of such Assessment, the Association shall have the right, for its employees or agents, to enter the Unit and do the necessary work to enforce compliance with the above provisions.

#### 27. PARKING.

The Developer, for such time as it determines in its sole discretion, and thereafter the Association, shall have the right to assign and to change the assignment of such parking spaces from time to time as to the Unit Owners, or may at its discretion take no action with respect to such assignments. A portion of the parking spaces may be for the use of guests as determined by and pursuant to the Rules and Regulations adopted by the Association. The right to the use of a designated parking space shall be a use right only, exclusive to the person to whom such space is assigned subject, however, to the provisions of this Article.

#### 28. IMPROVEMENTS AND ALTERATIONS.

There shall be no material alteration or substantial additions to the Common Elements or to the real property subject to this Declaration except as provided by this Article. All such alterations and additions shall be authorized by at least a majority of Unit Owners. Unit Owners, other than Developer as to units owned by Developer, may undertake alterations and improvements within their Units only with the express written approval of the Association and in accordance with such reasonable rules and regulations as the Association may, from time to time, promulgate. Notwithstanding anything to the contrary in this Declaration, Developer may, without prior approval of the Association or Unit Owners, make such unilateral alterations to units then owned by Developer as may be necessary or appropriate in Developer's sole discretion for purposes of preparing such unit or units for use by purchasers, such alterations to include, without limitation, additional openings through floors, walls, ceilings and roofing otherwise defined as part of the Common Elements under this Declaration.

#### 29. SALE, RENTAL, LEASE OR OTHER TRANSFERS.

(a) Prior to the sale, rental, lease, sublease, or other transfer of any Unit or any interest therein, the Unit Owner shall notify the Association in writing of the name and address of the person to whom the proposed transfer is to be made and the terms and conditions thereof, and provide such additional information as may reasonably be required by the Association. Failure to do so shall be deemed a breach hereof, and any transfer or lease in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it reasonably requires, the Association shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. No such approval shall be given or deemed to



have been given if at the time approval is sought the Unit Owner is delinquent in payment of Assessments. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and deemed a waiver of all objection by the Association. Approval of the Association shall be stated in a certificate executed on behalf of the Association upon receipt by the Association of such approval fee as may from time to time be established by resolution of the Board. In no event shall such approval fee exceed the amount established by F.S. § 718.112(2)(i) as such provision may from time to time be amended. The Association may further require, as a condition of its approval of a prospective lessee of a unit, that the said lessee pay over to the Association a security deposit equal to one month's rent, which such deposit shall be held in escrow by the Association and shall protect against damage to the Common Elements or Association property.

(b) The Association shall have the right to require that a substantially uniform form of lease be used by Unit Owners. No Unit Owner shall be relieved of responsibility for compliance with the provisions of this Declaration, or the Rules and Regulations of the Association, by reason of the lease of any Unit.

(c) Notwithstanding any other provisions herein, should any Unit at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of such Unit through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease, or otherwise transfer said Unit, including the fee ownership thereof, without prior approval by the Association.

(d) Notwithstanding any other provisions herein, this Article shall not be applicable to the Developer, who is hereby irrevocably empowered to sell, lease, or rent Units to any lessees or purchasers without consent of the Association. Developer shall have the right to transact any business necessary to consummate sale or leases of Units, including, but not limited to, the right to maintain model Units, have signs, employees in the offices, use the Common Elements and show Units. Sales office signs and all items pertaining to sales and leases shall not be considered Common Elements and shall remain the property of the Developer.

### 30. INSURANCE.

(a) In accordance with F.S. § 718.111(11), except as provided by paragraph (c) of this Article, the Association shall use its best efforts to obtain and maintain public liability insurance for itself and members, fire and extended coverage insurance, including vandalism and malicious mischief coverage, insuring all of the Condominium Property and the property of the Association, together with such other insurance as the Association deems necessary in and for the interest of the Association, its members, and their mortgagees, as their interests may appear, in a company licensed to do business in the State of Florida, in an amount equal to maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection therewith shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for Unit Owners and their mortgagees, who shall be considered additional insureds.

(b) Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(c) Unit Owner's Obligation. Each Unit owner shall purchase public liability insurance to protect himself against claims due to accidents within his Unit, shall purchase casualty insurance on the contents within the Unit, and shall furnish evidence thereof to the Association at least annually.

### 31. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

(a) Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(i) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(ii) Office Space. If the Association determines that casualty damage has rendered portions of a structure uninhabitable to which no more than 50 percent of the Common Elements are appurtenant, then the damaged improvements shall be reconstructed or repaired. If the Association determines that casualty damage has rendered



portions of a structure uninhabitable to which more than 50 percent of the Common Elements are appurtenant, then the damaged improvements will not be reconstructed or repaired and the Condominium shall terminate unless within 60 days after the casualty, the owners of Units as to which at least 75 percent of the Common Elements are appurtenant agree in writing to such reconstruction or repair.

(b) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Association.

(c) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be solely responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(d) Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(e) Special Assessments. The amount by which insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their shares in the Common Elements. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of the reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

### 32. TAX ASSESSMENT

For the purpose of ad-valorem taxation, the interest of the owner of a Condominium Parcel in his Condominium Unit and in the Common Elements shall be considered as a single Unit. The value of said Unit shall be equal to the percentage of the assessed value of the entire Condominium, including land and improvements, as has been assigned to said Unit in this Declaration. The total of all of said percentages shall equal 100% of the assessed value of all of the land and improvements thereon.

### 33. ENCROACHMENTS.

In the event any portion of any Unit encroaches upon the Common Elements as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the condominium property, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists.

### 34. REGULATED SUBSTANCES.

#### (a) Hazardous Materials

(i) As used in this Declaration, "Regulated Substance" shall mean: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous toxic or radioactive substance, or other similar term, by any federal, state, or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to, the statutes and regulations listed below:

Federal Resource Conservation and Recovery Act  
of 1976, 42 U.S.C. §§ 6901 *et seq.*

Federal Comprehensive Environmental Response,  
Compensation, and Liability Act of 1980, 42  
U.S.C. §§ 9601 *et seq.*

Federal Clean Air Act, 42 U.S.C. §§ 7401-7626

Federal Water Pollution Control Act, Federal  
Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et  
seq.*

Federal Insecticide, Fungicide, and Rodenticide  
Act, Federal Pesticide Act of 1978, 7 U.S.C.  
§§ 13 *et seq.*



Federal Toxic Substances Control Act 15 U.S.C.  
§§ 2601, *et seq.*

40 Code of Federal Regulations, Sections 116.4,  
162.31, 261.21 261.22, 261.23, 261.24, 261.31,  
261.32, 261.33 and Appendix VIII.

Federal Safe Drinking Water Act, 42 U.S.C.  
§§ 300(f) *et seq.*

49 Code of Federal Regulations, Section 172.

Chapter 442, Florida Statutes

(ii) The following materials and uses are absolutely prohibited within the Condominium Property:

- A. Any materials or substances containing PCB's, dioxins, or other toxic or Regulated Substance that may be so designated from time to time by the Association or Governmental Agency, other than small amounts of solvents, cleaning compounds, and other substances used in the ordinary course of business.
- B. On-site disposal of any Regulated Substance.
- C. Storage tanks for fuels or other flammables.

35. MISCELLANEOUS.

(a) If any provision of this Declaration, of the Bylaws of the Association, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and Bylaws and the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

(b) Nothing in this Declaration shall be construed as limiting the power and remedies of the Association as set forth by the Condominium Act. Should the Association at any time find it necessary to bring Court action to bring about compliance with this Declaration, the Bylaws, or Rules and Regulations of the Association, upon a finding by the Court that the violation, or the continuation thereof, was willful and deliberate, the noncomplying Unit Owner shall reimburse the Association for the costs, including reasonable attorneys' fees, incurred by it in bringing such compliance action.

(c) Captions in this Declaration are for ease of reference and do not constitute a part of this Declaration.

(d) Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell, lease, or rent Condominium Units on any terms to any purchasers or lessees for as long as it owns any Unit of the Condominium.

(e) All notices to the Association required or desired hereunder or under the Bylaws or Rules or Regulations of the Association shall be sent by certified mail, return receipt requested, to the Association in care of its office at the Condominium, or at such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such address as may have been designated by the Unit Owner from time to time in writing to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses or such other addresses as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in the properly addressed, postage paid, sealed wrapper, except notices of changes of address which shall be deemed to have been given when received or five days after mailing, whichever ever shall first occur.

(f) The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.



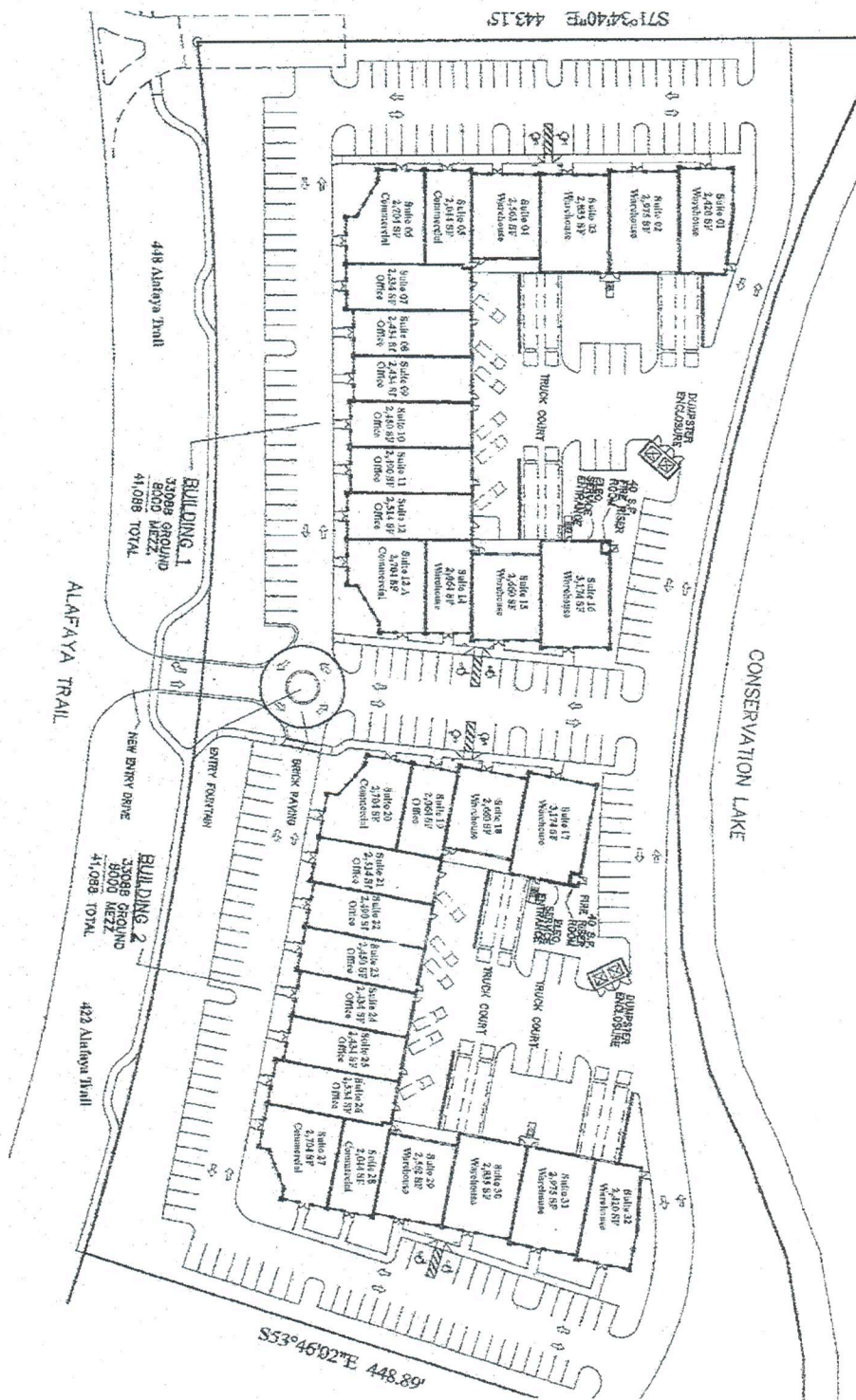




SCHEDULE A

COMMENCE at the Northeast corner of the Southeast 1/4 of Section 28, Township 22 South, Range 31 East Orange County, Florida, thence run South 00 degrees 15 minutes 29 seconds East 182.50 feet along the East boundary of said Southeast 1/4 of Section 28 to a point on the South right-of-way line of Lake Underhill Road as described and recorded in Official Records Book 3412, Page 60 of the Public Records of Orange County, Florida; thence run North 89 degrees 32 minutes 19 seconds East 2375.99 feet along said South right-of-way line to a point on the Westerly right-of-way line of Alafaya Trail as described and recorded in Official Records Book 3428, Page 9 of the Public Records of Orange County, Florida; thence run South 00 degrees 00 minutes 13 seconds West 277.06 feet along said Westerly right-of-way line to the beginning of a tangent curve concave Northwesterly and having a radius of 1732.00 feet and a central angle of 36 degrees 13 minutes 45 seconds; thence run Southwesterly 1095.18 feet along the arc of said curve and Westerly right-of-way line to the end of said curve; thence run South 36 degrees 13 minutes 58 seconds West 1037.65 feet along said Westerly right-of-way line to the beginning of a tangent curve concave Southeasterly having a radius of 1868.00 feet and a central angle of 00 degrees 41 minutes 17 seconds; thence run Southwesterly 22.43 feet along the arc of said curve and Westerly right-of-way line to the POINT OF BEGINNING; thence continue along the arc of said curve and Westerly right-of-way line 739.70 feet through a central angle of 22 degrees 41 minutes 18 seconds to the end of said curve and the Northeast corner of that certain parcel of land described in Official Records Book 6417, Pages 6180 through 6189 of the Public Records of Orange County, Florida; thence leaving said Westerly right-of-way line run North 71 degrees 34 minutes 40 seconds West 408.62 feet along the North boundary of said parcel of land and the Westerly projection of said parcel of land; thence run North 44 degrees 27 minutes 30 seconds East 104.69 feet; thence run North 39 degrees 38 minutes 12 seconds East 60.33 feet; thence run North 34 degrees 16 minutes 54 seconds East 100.29 feet; thence run North 30 degrees 12 minutes 20 seconds East 97.55 feet; thence run North 26 degrees 22 minutes 10 seconds East 100.66 feet; thence run North 17 degrees 26 minutes 31 seconds East 102.48 feet; thence run North 06 degrees 06 minutes 48 seconds East 78.25 feet; thence run North 05 degrees 07 minutes 59 seconds West 54.92 feet; thence run North 02 degrees 10 minutes 38 seconds West 65.38 feet; thence run North 08 degrees 42 minutes 25 seconds East 60.31 feet; thence run North 19 degrees 06 minutes 14 seconds East 71.10 feet; thence run North 07 degrees 05 minutes 46 seconds East 5.61 feet; thence run South 53 degrees 46 minutes 02 seconds East 448.92 feet to the Point of Beginning.







## Share of Common Expenses and Surplus

### Alafaya Business Center

UNITS	SF	PERCENTAGE	
1	2,420	2.95%	
2	2,975	3.63%	
3	2,835	3.46%	
4	2,562	3.12%	
5	2,044	2.49%	
6	2,704	3.30%	
7	2,534	3.09%	
8	2,434	2.97%	
9	2,434	2.97%	
10	2,450	2.99%	
11	2,490	3.04%	
12	2,514	3.07%	
12A	2,704	3.30%	
14	2,064	2.52%	
15	2,660	3.24%	
16	3,174	3.87%	
17	3,174	3.87%	
18	2,660	3.24%	
19	2,064	2.52%	
20	2,704	3.30%	
21	2,514	3.07%	
22	2,490	3.04%	
23	2,450	2.99%	
24	2,434	2.97%	
25	2,434	2.97%	
26	2,534	3.09%	
27	2,704	3.30%	
28	2,044	2.49%	
29	2,562	3.12%	
30	2,835	3.12%	
31	2,975	3.63%	
32	2,420	2.95%	
<b>TOTAL</b>	<b>32 Units</b>	<b>81,996</b>	<b>100%</b>



**ARTICLES OF INCORPORATION**

**ALAFAYA BUSINESS CENTER  
CONDOMINIUM ASSOCIATION, INC.**

WE, the undersigned, hereby associate together for the purpose of becoming a corporation under and pursuant to Chapter 617 of the Florida Statutes, and do certify as follows:

**ARTICLE I**

**NAME**

The name of this corporation shall be ALAFAYA BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC.

**ARTICLE II**

**PURPOSE**

The purpose for which the association is organized is to provide an entity pursuant to Chapter 718 of the Florida Statutes (the "Condominium Act"), which shall be responsible for the operation and management of the commercial condominium being established in accordance therewith, to be known as "ALAFAYA BUSINESS CENTER, A CONDOMINIUM (hereinafter called the "Condominium"), situate, lying and being in Orange County, Florida, and for undertaking the performance of carrying out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and in the Condominium Declaration creating the Condominium to be recorded in the Public Records of Orange County, Florida (the "Declaration"); and for owning, operating, leasing, selling, trading and otherwise dealing with such real or personal property as may be necessary or convenient in the administration of said Condominium.

**ARTICLE III**

**DEFINITIONS**

The terms used in these Articles shall have the same meaning as in the Condominium Act and the Declaration (except as herein expressly otherwise provided or unless the context otherwise requires); and where a conflict in meanings shall exist, the Declaration shall control.

## ARTICLE IV

### POWERS

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of these Articles, the Declaration, the Bylaws of the Association, and the Condominium Act.

B. The Association shall have all of the powers under and pursuant to the Condominium Act and the Declaration and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium or portions thereof,
2. To determine, levy and collect assessments against the Members to provide the funds to pay the Common Expenses of the Condominium as provided in the Declaration, the Bylaws and the Condominium Act, and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;
3. To maintain, repair, replace and operate the Condominium, specifically including all portions of the Condominium Property of which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration, the Bylaws, and the Condominium Act;
4. To reconstruct or restore improvements in the Condominium Property after casualty or other loss and to make further improvements of the Condominium Property;
5. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the Rules and Regulations of the Association governing the use of the Condominium, and all other documents referred to in the Declaration and these Articles of Incorporation,
6. To contract for the operation, management and maintenance of the Condominium and to delegate to the contracting party all of powers and duties of the Association, except those which may be required by the Declaration to have approval of or to be exercised by the Board of Directors or the Members of the Association, and except those whose delegation is expressly prohibited by the Declaration or these Articles,
7. To acquire and enter into agreements, to acquire leaseholds, easements, memberships or other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment or other use or benefit of the Members;



8. To acquire by purchase, lease or otherwise, Units of the Condominium whether or not offered for sale or lease or surrendered by their Owners to the Association or purchased at foreclosure or other judicial sale; and to sell, lease, mortgage, cast the votes appurtenant to or otherwise deal with Units acquired by, and to sublease the Units leased by, the Association or its designee;
9. To approve or disapprove the sale, mortgage or lease of Units as may be provided by the Declaration and the Bylaws;
10. To employ personnel to perform the services required for proper operation and maintenance of the Condominium;
11. To obtain insurance for the Condominium.

## ARTICLE V MEMBERS

The members of the Association shall consist of all of the record Owners of fee interests in Units in the Condominium. After the Condominium and the Association shall have been created, change of membership in the Association shall be effected by the recordation in the Public Records of Orange County, Florida, of a deed or other instrument establishing a record title to or fee interest in a Unit in the Condominium and by the delivery to the Association of a certified copy of such instrument; the Owner designated by such instrument shall thereby become a Member of the Association and the membership of the prior Owner of such Unit shall thereby be terminated with respect to that Unit. The share of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit(s) to which such Member has record title or a fee interest.

## ARTICLE VI VOTING

Voting rights on all matters as to which the membership shall be entitled to vote are as provided in the Declaration and the Bylaws.

## ARTICLE VII TERM

The Association shall have perpetual existence.

## ARTICLE VIII

### PRINCIPAL OFFICE

The principal office of the Association shall be located at 7751 Kingspointe Pkwy. Suite 127, Orlando, Florida 32819, but the Association may maintain offices and transact business in such other places within or without the State of Florida as the Board may from time to time designate.

The registered office of the corporation is at 7751 Kingspointe Pkwy, Suite 127, Orlando, Florida 32819, and the registered agent at that address is NORBERTO R. DUARTE,

## ARTICLE IX

### BOARD OF DIRECTORS

Responsibility for the administration of the Association shall be that of a Board of Directors (the "Board") consisting of the number of directors, but not less than three, determined pursuant to the Bylaws. In the absence of such determination, the Board shall consist of five directors. The initial Board shall consist of three directors. Directors need not to be Members of the Association.

Directors of the Association subsequent to the first Board shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining, directors.

The names and addresses of the members of the first Board are as follows:

NORBERTO R. DUARTE  
7751 Kingspointe Pkwy, Suite 127  
Orlando, FL 32819

MARIA A. DE OLIVEIRA  
7751 Kingspointe Pkwy, Suite 127  
Orlando, FL 32819

MARIO BRAGA  
7751 Kingspointe Pkwy, Suite 127  
Orlando, FL 32819

## ARTICLE X

### OFFICERS

The Board shall elect a President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The President shall be elected from among the members of the Board, but no other officer need



be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary, be held by the same person.

Officers shall be elected or appointed by the Board at its first meeting following each annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The names of the initial officers of the corporation who shall serve until their successors are elected or appointed by the Board are as follows:

NORBERTO R. DUARTE , as President - Treasurer

MARIA A. DE OLIVEIRA, as Vice President

MARIO BRAGA, as Secretary

## ARTICLE XI

### INDEMNIFICATION

No director or officer shall be liable to the Association or to the Members thereof for any mistake of judgment or negligence or otherwise, other than for his own willful misconduct or bad faith. Each director or officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE XII

### BYLAWS

The original Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided for by the Bylaws.

**ARTICLE XIII**

**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the manner provided by the Bylaws of the corporation.

**ARTICLE XIV**

**DISSOLUTION**

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future Federal Tax Code, or shall be distributed to the Federal, state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principle office of the organization is then located, exclusively for such purposes.

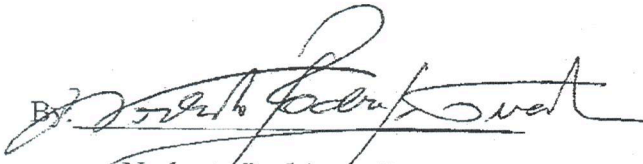
**ARTICLE XV**

**INCORPORATOR**

The name and post office address of the Incorporator is as follows: NORBERTO RODRIGUES DUARTE, 7751 Kingspointe Pkwy, Suite 127, Orlando, Florida 32819

IN WITNESS WHEREOF, the Incorporator has affixed his signature this \_\_\_ day of

May, 2006.

By:   
Norberto Rodrigues Duarte



**CERTIFICATE DESIGNATING PLACE OF REGISTERED OFFICE  
FOR SERVICE OF PROCESS WITHIN THIS STATE,  
NAME OF REGISTERED AGENT UPON WHICH  
PROCESS MAY BE SERVED**

This certificate is submitted in compliance with F. S. §§ 48.091 and 617.0501:

ALAFAYA BUSINESS CENTER CONDOMINIUM ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its principal office as indicated in its Articles of Incorporation in the City of Orlando, County of Orange, State of Florida, names the following person as its Registered Agent to accept service of process within this State: NORBERTO RODRIGUES DUARTE, 7751 Kingspointe Pkwy, Suite 127, Orlando, Florida 32819.

Acknowledgment

Having been named to accept service of process for the above named corporation, at the place designated in this Certificate, I hereby state that I am familiar with and accept the obligations of the position, and that I agree to act in this capacity and to comply with the provisions of the said statute relative to keeping open said office.

DATED this \_\_\_\_ day of May, 2006.



NORBERTO RODRIGUES DUARTE

7751 Kingspointe Pkwy, Suite 127

Orlando, Florida 32819